

forfeit as a civil penalty the sum of five hundred dollars for each false filing or failure to file, and shall not be permitted to bid, or have a bid considered, on any public works contract until the penalty has been paid in full to the director. The civil penalty under this subsection shall not apply to a violation determined by the director to be an inadvertent filing or reporting error. Civil penalties shall be deposited in the public works administration account.

To the extent that a contractor or subcontractor has not paid wages at the rate due pursuant to RCW 39.12.020, and a finding to that effect has been made as provided by this subsection, such unpaid wages shall constitute a lien against the bonds and retainage as provided in RCW 18.27.040, 19.28.041, 39.08.010, and 60.28.010.

(2) If a contractor or subcontractor is found to have violated the provisions of subsection (1) of this section for a second time within a five year period, the contractor or subcontractor shall be subject to the sanctions prescribed in subsection (1) of this section and shall not be allowed to bid on any public works contract for one year. The one year period shall run from the date of notice by the director of the determination of noncompliance. When an appeal is taken from the director's determination, the one year period shall commence from the date of the final determination of the appeal.

The director shall issue his or her findings that a contractor or subcontractor has violated the provisions of this subsection after a hearing held subject to the provisions of chapter 34.05 RCW.

[2001 c 219 § 1; 1985 c 15 § 3; 1977 ex.s. c 71 § 1; 1973 c 120 § 1; 1945 c 63 § 5; Rem. Supp. 1945 § 10322-24.]

NOTES:

Severability -- 1985 c 15: See note following RCW 39.12.065.

RCW 39.12.060

Director of labor and industries to arbitrate disputes.

Such contract shall contain a further provision that in case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the director of the department of labor and industries of the state and his or her decision therein shall be final and conclusive and binding on all parties involved in the dispute.

[1989 c 12 § 10; 1965 ex.s. c 133 § 4; 1945 c 63 § 6; Rem. Supp. 1945 § 10322-25.]

NOTES:

Arbitration: Chapters 7.04 and 49.08 RCW.

RCW 39.12.065

Investigation of complaints -- Hearing -- Remedies -- Penalties.

(1) Upon complaint by an interested party, the director of labor and industries shall cause an investigation to be made to determine whether there has been compliance with this chapter and the rules adopted hereunder, and if the investigation indicates that a violation may have occurred, a hearing shall be held in accordance with chapter 34.05 RCW. The director shall issue a written determination including his or her findings after the hearing. A judicial appeal from the director's determination may

be taken in accordance with chapter 34.05 RCW, with the prevailing party entitled to recover reasonable costs and attorneys fees.

A complaint concerning nonpayment of the prevailing rate of wage shall be filed with the department of labor and industries no later than thirty days from the acceptance date of the public works project. The failure to timely file such a complaint shall not prohibit a claimant from pursuing a private right of action against a contractor or subcontractor for unpaid prevailing wages. The remedy provided by this section is not exclusive and is concurrent with any other remedy provided by law.

(2) To the extent that a contractor or subcontractor has not paid the prevailing rate of wage under a determination issued as provided in subsection (1) of this section, the director shall notify the agency awarding the public works contract of the amount of the violation found, and the awarding agency shall withhold, or in the case of a bond, the director shall proceed against the bond in accordance with the applicable statute to recover, such amount from the following sources in the following order of priority until the total of such amount is withheld:

(a) The retainage or bond in lieu of retainage as provided in RCW 60.28.010;

(b) If the claimant was employed by the contractor or subcontractor on the public works project, the bond filed by the contractor or subcontractor with the department of labor and industries as provided in RCW 18.27.040 and 19.28.041;

(c) A surety bond, or at the contractor's or subcontractor's option an escrow account, running to the director in the amount of the violation found; and

(d) That portion of the progress payments which is properly allocable to the contractor or subcontractor who is found to be in violation of this chapter. Under no circumstances shall any portion of the progress payments be withheld that are properly allocable to a contractor, subcontractor, or supplier, that is not found to be in violation of this chapter.

The amount withheld shall be released to the director to distribute in accordance with the director's determination.

(3) A contractor or subcontractor that is found, in accordance with subsection (1) of this section, to have violated the requirement to pay the prevailing rate of wage shall be subject to a civil penalty of not less than one thousand dollars or an amount equal to twenty percent of the total prevailing wage violation found on the contract, whichever is greater, and shall not be permitted to bid, or have a bid considered, on any public works contract until such civil penalty has been paid in full to the director. If a contractor or subcontractor is found to have participated in a violation of the requirement to pay the prevailing rate of wage for a second time within a five-year period, the contractor or subcontractor shall be subject to the sanctions prescribed in this subsection and as an additional sanction shall not be allowed to bid on any public works contract for two years. Civil penalties shall be deposited in the public works administration account. If a previous or subsequent violation of a requirement to pay a prevailing rate of wage under federal or other state law is found against the contractor or subcontractor within five years from a violation under this section, the contractor or subcontractor shall not be allowed to bid on any public works contract for two years. A contractor or subcontractor shall not be barred from bidding on any public works contract if the contractor or subcontractor relied upon written information from the department to pay a prevailing rate of wage that is later determined to be in violation of this chapter. The civil penalty and sanctions under this subsection shall not apply to a violation determined by the director to be an inadvertent filing or reporting error. To the extent that a contractor or

subcontractor has not paid the prevailing wage rate under a determination issued as provided in subsection (1) of this section, the unpaid wages shall constitute a lien against the bonds and retainage as provided herein and in RCW 18.27.040, 19.28.041, 39.08.010, and 60.28.010.

[2001 c 219 § 2; 1994 c 88 § 1; 1985 c 15 § 2.]

NOTES:

Severability -- 1985 c 15: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1985 c 15 § 4.]

RCW 39.12.070

Fees authorized for approvals, certifications, and arbitrations. (Effective unless Referendum Bill No. 51 is approved at the November 2002 general election.)

The department of labor and industries may charge fees to awarding agencies on public works for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid. The department may also charge fees to persons or organizations requesting the arbitration of disputes under RCW 39.12.060. The amount of the fees shall be established by rules adopted by the department under the procedures in the administrative procedure act, chapter 34.05 RCW. The fees shall apply to all approvals, certifications, and arbitration requests made after the effective date of the rules. All fees shall be deposited in the public works administration account. On the fifteenth day of the first month of each quarterly period, an amount equalling thirty percent of the revenues received into the public works administration account shall be transferred into the general fund. The department may refuse to arbitrate for contractors, subcontractors, persons, or organizations which have not paid the proper fees. The department may, if necessary, request the attorney general to take legal action to collect delinquent fees.

The department shall set the fees permitted by this section at a level that generates revenue that is as near as practicable to the amount of the appropriation to administer this chapter, including, but not limited to, the performance of adequate wage surveys, and to investigate and enforce all alleged violations of this chapter, including, but not limited to, incorrect statements of intent to pay prevailing wage, incorrect certificates of affidavits of wages paid, and wage claims, as provided for in this chapter and chapters 49.48 and 49.52 RCW. However, the fees charged for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid shall be no greater than twenty-five dollars.

[1993 c 404 § 1; 1982 1st ex.s. c 38 § 1.]

NOTES:

Effective date -- 1993 c 404: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and shall take effect July 1, 1993." [1993 c 404 § 4.]

RCW 39.12.070

Fees authorized for approvals, certifications, and arbitrations. (Effective if Referendum Bill No. 51 is approved at the November 2002 general election.)

The department of labor and industries may charge fees to awarding agencies on public works for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid. The department may also charge fees to persons or organizations requesting the arbitration of disputes

under RCW 39.12.060. The amount of the fees shall be established by rules adopted by the department under the procedures in the administrative procedure act, chapter 34.05 RCW. The fees shall apply to all approvals, certifications, and arbitration requests made after the effective date of the rules. All fees shall be deposited in the public works administration account. The department may refuse to arbitrate for contractors, subcontractors, persons, or organizations which have not paid the proper fees. The department may, if necessary, request the attorney general to take legal action to collect delinquent fees.

The department shall set the fees permitted by this section at a level that generates revenue that is as near as practicable to the amount of the appropriation to administer this chapter, including, but not limited to, the performance of adequate wage surveys, and to investigate and enforce all alleged violations of this chapter, including, but not limited to, incorrect statements of intent to pay prevailing wage, incorrect certificates of affidavits of wages paid, and wage claims, as provided for in this chapter and chapters 49.48 and 49.52 RCW. However, the fees charged for the approval of statements of intent to pay prevailing wages and the certification of affidavits of wages paid shall be no greater than twenty-five dollars.

[2002 c 5 § 307; 1993 c 404 § 1; 1982 1st ex.s. c 38 § 1.]

NOTES:

Contingency -- 2002 c 5 §§ 301-308: See note following RCW 49.04.140.

Findings -- Intent -- 2002 c 5: See note following RCW 49.04.140.

Captions not law -- Severability -- 2002 c 5: See notes following RCW 47.01.012.

Effective date -- 1993 c 404: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and shall take effect July 1, 1993." [1993 c 404 § 4.]

RCW 39.12.080

Public works administration account -- Created. (*Effective unless Referendum Bill No. 51 is approved at the November 2002 general election.*)

The public works administration account is created in the state treasury. The department of labor and industries shall deposit in the account all moneys received from fees or civil penalties collected under RCW 39.12.050, 39.12.065, and 39.12.070. Appropriations from the account, not including moneys transferred to the general fund pursuant to RCW 39.12.070, may be made only for the purposes of administration of this chapter, including, but not limited to, the performance of adequate wage surveys, and for the investigation and enforcement of all alleged violations of this chapter as provided for in this chapter and chapters 49.48 and 49.52 RCW.

[2001 c 219 § 3; 1993 c 404 § 2.]

NOTES:

Effective date -- 1993 c 404: See note following RCW 39.12.070.

RCW 39.12.080

Public works administration account -- Created. (*Effective if Referendum Bill No. 51 is approved at*

the November 2002 general election.)

The public works administration account is created in the state treasury. The department of labor and industries shall deposit in the account all moneys received from fees or civil penalties collected under RCW 39.12.050, 39.12.065, and 39.12.070. Appropriations from the account may be made only for the purposes of administration of this chapter, including, but not limited to, the performance of adequate wage surveys, and for the investigation and enforcement of all alleged violations of this chapter as provided for in this chapter and chapters 49.48 and 49.52 RCW.

[2002 c 5 § 308; 2001 c 219 § 3; 1993 c 404 § 2.]

NOTES:

Contingency -- 2002 c 5 §§ 301-308: See note following RCW 49.04.140.

Findings -- Intent -- 2002 c 5: See note following RCW 49.04.140.

Captions not law -- Severability -- 2002 c 5: See notes following RCW 47.01.012.

Effective date -- 1993 c 404: See note following RCW 39.12.070.

RCW 39.12.900**Severability -- 1945 c 63.**

If any section or provision of this chapter shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the chapter as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

[1945 c 63 § 7.]

WSLCB STANDARD PROPOSAL

Date Submitted _____

To: Washington State Liquor Control Board
Attn: Suzanne M. Lewis
P O Box 43081
Olympia, WA 98504-3081

1. I propose to provide a building (space in) located in _____
Shopping Center at _____
address _____

city

zip + 4

for rent on a _____ year lease at a cost of \$ _____ per month, or
\$ _____ per square foot per year (based on inside dimensions) to the W.S.L.C.B.

The inside dimensions of the building (space in) are _____ ft. by _____ ft. for a total of _____
square feet. NOTE: Initial lease period cannot exceed ten (10) years.

2. The lease may be terminated by either party with six months notice from the first of the month following.
3. The building (space in) will be remodeled OR constructed to the W.S.L.C.B.'s "General Specifications for Self-Service Store Buildings". (Specific floor plan to be provided by Board at a later date).
NOTE: Entire interior of space will be repainted every five (5) years.

(Optional) I propose the following alternatives or exceptions to those specifications:

- a.
- b.
- c.
- d.

4. (Optional) I propose that the lease may, at the option of the Liquor Board, be renewed for a further period of _____ years (cannot exceed ten (10) years). If the Board exercises this option, additional repairs and/or improvements may be required for lease renewal. All other terms and conditions of the lease will remain the same except:
 - a.
 - b.
 - c.

5. The Lessor will assume the responsibilities for service, maintenance and repair as noted on Appendix A., "Areas of Responsibility", with the exception of:

6. In addition to the building or space therein this proposal provides for off-street parking, which is adequate for _____ parking spaces for the exclusive use of customers of the liquor store AND/OR access to the liquor store and it customers of approximately _____ common- use shopping center parking spaces.

7. SIGNAGE:
 - a) Signage criteria for my building/shopping center are attached. Yes _____ No _____
If not, indicate whether an individually lettered or canister sign (both lighted) is preferred.
 - b) Lease will ____ / will not ____ include space on a lighted pole or pylon. Give details:

 - c) Color rendering and specifications will be provided for all signs.

8. Lessee will pay for the following, only if they are separately metered. These include:

	Yes	No
Electricity	_____	_____
Natural Gas/Propane	_____	_____
Water	_____	_____
Sewer	_____	_____
Garbage	_____	_____
Other (indicate)	_____	_____

9. The lease will contain a Hazardous Waste clause which states:

Lessor(s) warrant(s) that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which, if found on the property, would subject the owner or user to any damages, penalty or liability under any applicable local, state or federal law or regulation. Lessor(s) shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the Lessee.

Accepted: _____ (initial)

10. The lease will also contain a Prevailing Wage clause which states:

Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this contract will be performed, as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this lease as though fully set forth herein.

Accepted: _____ (initial)

11. Enclosed is the following information:

- | | |
|---|--------------------|
| ○ "Information Required for Lease Preparation": | Yes _____ No _____ |
| ○ Appendix A, "Areas of Responsibility", initialed: | Yes _____ No _____ |
| ○ Copy of tax statement showing Assessor's Tax Parcel # and the abbreviated legal description | Yes _____ No _____ |
| ○ Copy of full legal description | Yes _____ No _____ |
| ○ Traffic counts on surrounding streets (most recent) | Yes _____ No _____ |
| ○ If other than an individual, a photocopy of the owner's signature block with printed name(s) and title(s) | Yes _____ No _____ |

The "Emergency Repairs" form needs to be returned upon WSLCB's acceptance of the proposal.

12. The following attachments (if available) are provided for your information indicating the location of this property:
- a. Floor plan.
 - b. Plot plan.
 - c. City street map (site plan).
13. This building (space in) will be (completed or remodeled) as early as _____ days and no later than _____ days from date of receipt of the Washington State Liquor Control Board's executed Letter of Agreement.

The above proposal and offer is submitted for the consideration of the Washington State Liquor Control Board this date.

Signed _____

Date _____

Title _____

Company _____

Phone _____

Fax _____

E-mail _____

AREAS OF RESPONSIBILITY**A. Lessor responsible to:**

1. Maintain and repair roof(s), gutter(s), downspout(s), walls, foundation, floor(s), marquee(s), canopy(s) and doors (both interior and exterior).
2. Patch, repair, repaint any stained/damaged ceilings and/or walls and/or replace stained/damaged ceiling tiles, floor tiles/mouldings and/or fixtures/equipment, which has been damaged/stained as a consequence of water leaks from any source, unless caused by Board employees.
3. Repair/replace any damaged window or door glass, unless damaged by the Board's employees.
4. Maintain and repair all structural portions of the building, stairways, sidewalks.
5. Maintain continuous satisfaction of all governmental requirements generally applicable to similar retail buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for people with disabilities, etc.)
6. Maintain the parking area, to include:
 - a. Trash/clutter removal.
 - b. Snow removal.
 - c. Planter or landscaped areas.
 - d. Patching and resurfacing any holes or cracks.
 - e. Repair and/or replace damaged bumpers, curbs, medians and/or posts.
 - f. Repainting (striping) of parking spaces every approximate 24 to 36 months.
7. Provide for the scheduled maintenance/service, and repair:
 - a. Heating, ventilating and/or air-conditioning system(s) (including replacement of filters as recommended in equipment service manual).
 - b. Automatic door system.
8. Pay for the cost to repair/replace and/or service/maintain:
 - a. Water heater(s).
 - b. Exterior building and/or parking lot lighting systems.
 - c. Floor coverings (does not include janitorial).
 - d. Mechanical, plumbing and electrical (Over \$25.00*).
 - e. Vertical blinds in lobby area

LESSOR	LESSEE

B. The Board will:

1. Pay for the replacement of interior lighting ballasts and replacement of interior light bulbs/tubes.

* This does not represent a deductible amount. If the cost to repair/replace/service and/or maintain exceeds this amount, it shall be paid in full by the Lessor.

WASHINGTON STATE LIQUOR CONTROL BOARD
Information Required for Lease Preparation

DATE: _____

STORE NO: _____

ADDRESS OF STORE SITE: _____

OWNER(S) (Include partner(s) and spouse(s) names, if applicable): _____

Note: If owner is other than an individual, include a copy of the legal signature block & notary format to be used.

ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

RENTAL CHECKS TO BE MADE PAYABLE TO: _____

RENTAL CHECKS TO BE MAILED TO (Address): _____

LEGAL DESCRIPTION OF PROPERTY: (Please supply the following information)

- 1) Photocopy of full legal description
- 2) Photocopy of current tax statement(s)
If property includes more than 1 tax parcel, supply a photocopy of the combined abbreviated legal description. (This can be obtained from a Title Company.)

Property is inside _____ or outside _____ the city limits of _____.

SIGNATURE OF LESSOR

Emergency Repairs

Store No. _____ Location _____

Lessee's employees will attempt to contact Lessor(s) for all repairs to the Lessor's property that are the obligation of the Lessor. For those "middle of the night" situations or the Lessor or agent cannot be contacted*, and the emergency repair must be completed, your authorization and listing of contractors/services is appreciated. Otherwise, the store personnel will utilize the Yellow Pages.

Lessor(s)	Day Tel. No.	Night Tel. No.
Agent		
Maintenance:		
Glass		
Roof		
Heat		
Air Conditioning		
Doors		
Plumbing		
Electrician		

I hereby authorize Lessee's employees to obtain repairs as indicated below to the leased premises for the repairs, not caused by negligence of Lessee's employees, from the appropriate maintenance personnel listed above.

Please check below:

☐ Emergency Repairs only*

☐ Other Repairs

Date

Lessor

SAMPLE



LEASE

Washington State Liquor Store No. ____
(Location)

THIS LEASE is made and entered into between _____,
_____, his/her/its heirs, executors, administrators, successors
and assigns, hereinafter called the Lessor(s) and the Washington State Liquor Control Board,
hereinafter called the Lessee.

The parties desire to enter into a Lease of the premises described below. In consideration of
the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY
COVENANTED AND AGREED as follows:

1. The Lessor(s) hereby leases to the Lessee, the following premises, located in
_____ Shopping Center at
_____ and described as:

Tax Parcel # _____

(Insert abbreviated legal description)

Store No. _____

Whose full legal description is:

(Insert full legal)

(said space containing approximately _____ square feet of floor area),

situated in the City of _____, County of _____, State of Washington.

Lessor(s) shall provide _____ parking spaces for the exclusive use of Lessee and its customers as well as _____ common customer-use shopping center parking spaces.

The premises shall be occupied by the Washington State Liquor Control Board and used solely for the retail sale of alcoholic beverages by the Board and the Board shall and may peaceably and quietly have, hold and enjoy the premises for this sole purpose.

TERM

2. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning _____ and ending _____.

In the event of the issuance of any proclamation or order by any department of the executive branch of the government of the United States of America which shall prevent or make wholly unfeasible the use of the leased premises by the Washington State Liquor Control Board for the sale or storage of liquor; or in the event that the enactment of any law or the decision of any court of competent jurisdiction shall prevent either party hereto from complying with or carrying out the terms of this Lease; or in the event that the operation of a liquor store upon the above-described premises is made unlawful as the result of an election held under RCW 66.40, then this Lease shall terminate and the parties hereto shall be released from any and all liability for any damage or loss which may result from such inability to comply therewith.

RENTAL RATE

3. That Lessee pay the Lessor(s) as rent for said leased premises, the sum of _____ Dollars (\$_____) per month during the first five (5) years and _____ Dollars (\$_____) per month during the second five (5) years of this Lease. The rental aforesaid shall be paid only from the Liquor Revolving Fund and shall not be a direct obligation of the State of Washington.

EXPENSES

4. During the term of this Lease, Lessor shall pay all real estate taxes, all property assessments, insurance, water, sewer, storm water, garbage collection, utilities, and maintenance and repair as described in Appendix A attached hereto and incorporated herein by this reference.
- 4A. Lessee shall pay for the following, only if they are separately metered:
(specify utilities & telephone)

TENANT IMPROVEMENTS

5. Lessor(s) shall construct/remodel the premises to conform to Washington State Liquor Control Board's "General Specifications for Self-Service Stores" as well as a floor plan, dated _____, provided by Store Development and contained in Lessee's files at Olympia office.

RENEWAL/TERMINATION

6. The Lease may be terminated by either party with a six (6) month written notice from the first of the month following.
- 6A. The Lease may, at the option of the Lessee, be renewed for an additional _____ (___) years with rental amount to be negotiated at the time the option is exercised. Deferred maintenance, repairs and additional improvements may be subject to negotiation in the event of lease renewal.

FIXTURES AND PERSONAL PROPERTY

7. That all personal property of whatsoever kind or description, including furniture, fixtures, appliances and appurtenances, as well as stocks of merchandise which the Lessee may have on said premises, shall be and remain at all times the property of the Lessee and upon termination of this Lease may be removed by the Lessee, its agents or servants.

DISCRIMINATION

8. Lessor assures and certifies that s/he will comply with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101-12213) and the Washington State law against discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder.

DISASTER

9. In the event the leased premises are destroyed or injured by fire, earthquake or other casualty as to render the premises unfit for occupancy, or the Lessor(s) neglects and/or refuses to restore said premises to their former condition, then the Lessee, may terminate this Lease and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time or occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Lessee during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

HAZARDOUS SUBSTANCES

10. Lessor warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby leased which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation. Lessor shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of any

hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Lessee.

PREVAILING WAGE

11. Lessor agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this contract will be performed, as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Lease as though fully set forth herein.

NO GUARANTEES

12. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Lessee unless endorsed herein in writing. And it is further understood that this Lease shall not be valid and binding upon the State of Washington, unless same has been approved by the Washington State Liquor Control Board and approved as to form by the Office of the Attorney General.

CAPTIONS

13. The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

NOTICES

14. Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

Store No. _____

LESSOR:

LESSEE: Washington State Liquor Control Board
Attn: Store Leasing
P O Box 43081
3000 Pacific Avenue SE
Olympia, WA 98504-3081

IN WITNESS WHEREOF, The parties have subscribed their names.

Lessor(s)

Date: _____

WASHINGTON STATE LIQUOR CONTROL BOARD

By: _____

By: _____

By: _____

Date: _____

Approved As To Form

Assistant Attorney General

Date

Store No. _____

Appendix A

AREAS OF RESPONSIBILITY

A. Lessor responsible to:

1. Maintain and repair roof(s), gutter(s), downspout(s), walls, foundation, floor(s), marquee(s), canopy(s) and doors (both interior and exterior).
2. Patch, repair, repaint any stained/damaged ceilings and/or walls and/or replace stained damaged ceiling tiles, floor tiles/mouldings and/or fixtures/equipment, which has been damaged/stained as a consequence of water leaks from any source, unless caused by Board employees.
3. Repair/replace any damaged window or door glass, unless damaged by the Board's employees.
4. Maintain and repair all structural portions of the building, stairways, sidewalks.
5. Maintain continuous satisfaction of all governmental requirements generally applicable to similar retail buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for people with disabilities, etc.)
6. Maintain the parking area, to include:
 - a. Trash/clutter removal.
 - b. Snow removal.
 - c. Planter or landscaped areas.
 - d. Patching and resurfacing any holes or cracks.
 - e. Repair and/or replace damaged bumpers, curbs, medians and/or posts.
 - f. Repainting (striping) or parking spaces every approximate 24 to 36 months.
7. Provide for the scheduled maintenance/service, and repair:
 - a. Heating, ventilating and/or air-conditioning system(s) (including replacement of filters as recommended in equipment service manual).
 - b. Automatic door system.
8. Pay for the cost to repair/replace and/or service/maintain:
 - a. Water Heater(s).
 - b. Exterior building and/or parking lot lighting systems.
 - c. Floor coverings (does not include janitorial).
 - d. Mechanical, plumbing and electrical (Over \$25.00*).
 - e. Vertical blinds in lobby area.

B. The Board will:

1. Pay for the replacement of interior lighting ballasts and replacement of interior light bulbs/tubes.

* This does not represent a deductible amount. If the cost to repair/replace/service and/or maintain exceeds this amount, it shall be paid in full by the Lessor.

Store No. _____

ACKNOWLEDGMENT

State of _____

ss.

County of _____

On this _____ day of _____, 20____, personally appeared before me, _____
_____ to me known to
be the individual_ described in and who executed the within and foregoing instrument, and acknowledged
to me that _____ signed the same as _____ free and voluntary act and deed, for the uses and
purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first
above written.

Notary Public in and for the State of _____

Residing at _____

Commission Expires _____

State of Washington,

ss.

County of Thurston

On this _____ day of _____, 20____, personally appeared before me

_____ to me known to be the members of the Washington State Liquor Control Board, State of Washington, and
the individuals who executed the within and foregoing instrument, and acknowledged said instrument to
be the free and voluntary act and deed of the Lessee herein, for the uses and purposes therein
mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first
above written.

Notary Public in and for the State of Washington

Residing at _____

Commission Expires _____